

## WHAT IS THE TRUE VALUE OF BEING ABLE TO PRODUCE POWER UTILIZING OUR PROPRIETARY VARIABLE SPEED TECHNOLOGY?

True Variable Speed Power Technology is designed to accommodate all variable water supply applications at already existing water applications. All the power produced at these sites is automatically synchronized for distribution into the main grid. Essentially, the system allows the turbine to turn at a RPM speed that is dictated by the flow and head changes of the water as it naturally varies in RPM with the conditions of the water itself.

Our system eliminates the need for an exact and constant flow or head. It operates on a **varying flow of water and head**; whatever amount of power is produced is automatically synchronized for compatibility with the power grid, regardless of the electric cycle requirements. Because our system does not require flow or head consistency, this makes it the most unique power system in the world. The system is designed to operate from penstocks or pipes, or in slow moving, open water channels — that have variable water and head, and will operate in as little as two feet of head. The system fits into all existing sites requiring only minimal amount of on-site construction, thus eliminating high infrastructure costs and environmental impact.

For example, a river fed dam or mountain spring fed pipeline systems may fluctuate greatly in flow and head due to seasonal conditions of spring run off verses winter drizzle, or the draining demands of the dam for water usage within the community or the irrigation system it serves, or the pressure changes that may be generated in any community water grid. Because our system utilizes variable flows and head, it means that it can be sized to capture much higher peaking flows than conventional hydro systems, and it has the capability to capture all of the lower flows and float between the extremes, where conventional systems are forced to go off line. This feature in many cases solves the deficiencies caused by in-stream flow requirements required by some fishery regulations. By utilizing True Variable Speed, there are thousands of existing potential site applications that could not be utilized for power production but are now available for this use.

Please note that even though there are turbines on the market that will accommodate a certain amount of flow variation and still keep the system on line, there is no technology currently available that can accommodate a 3-1 variation of RPM of the **turbine and alternator** and still be on line producing power, **except our technology**.

Being able to produce power without the need to conform to the medium source ( existing dam, existing pipeline or existing waterway)(we are able to produce power in any river system without building a dam) to utilize conventional equipment, which means that we now have available to us, all the already existing water structures around the world. No longer is there a need to build a power site by changing the supply of water to accommodate current existing power equipment. We are now able to build a power plant that accommodates the already existing water application and utilize the water at that site as it naturally changes during the course of a day, monthly or yearly.

We current have in our data bank, approximately 500,000 (world wide) already existing, potential applications that can utilize our Variable Speed Technology that can become viable power generation sites by utilizing Variable Speed.

## **SYSTEM BENEFITS**

Our system eliminates the need for an exact head and constant flow. It operates on a varying flow of water and head; whatever amount of power is produced is automatically synchronized for compatibility with the power grid. Some of the advantages of our unique system are:

1. It requires a minimal amount of on-site construction.
2. It requires minimal maintenance.
3. It operates over a wide range of revolutions per minute (rpm) with less than a five per cent (5%) efficiency loss.
4. It can be used as a down-line pressure regulator, using excess pressure for power production, IE in conjunction with pipelines, etc.
5. Automatic synchronization - computer program controlled logic that allows the system to produce power which is automatically synchronized to the main power grid, requiring no operator or attendants to bring the system on line.
6. 92 -96% operational efficiency conversion.
7. Real Time Power Conversion over an infinite range of head pressure and flow rates - Variable quantities of power are instantaneously converted to be perfectly compatible with the power grid.
8. Automatic Power Tracking - The system can constantly operate at peak efficiency by automatically increasing and decreasing energy draw from the alternator to match the constantly fluctuating head and flow conditions of the medium.
9. Ability to produce power from sporadic and instantaneously changing flow and head conditions.

There are two major problems associated with the current technology tied to Hydroelectric power generation. They are:

- 1) With the drought conditions world wide, reservoirs are losing their head elevation. This causes the RPM of the Turbine and Alternator to change. This in turn causes the production of the power to stop.
- 2) The traditional hydroelectric industry around the world, faces one monumental problem:

## **SILT**

In fact, recent engineering estimates show that literally every hydroelectric dam site will be rendered useless for power production within the next 75 years unless expensive dredging or pumping is done.

In many foreign sites, silt build-up is even more devastating, and in some tropical locations, the construction of any type of dam for power generation is nearly impossible.

The solution is:

**VARIABLE SPEED POWER PRODUCTION**

**THE FUTURE FOR THIS TECHNOLOGY IS TRULY**

***ELECTRIFYING***

## **POTENTIAL SITE APPLICATIONS**

### **PIPELINES**

There are many different existing potential pipeline site applications across the U.S. and world wide. Most of the time, the main purpose of these pipelines is to collect water from a certain area (where water is abundant) and move it through a series of pipelines, canals or tunnels to divert this water to areas that are needed more for both human and agricultural use.

In our data banks, we have identified more than 3000 existing pipeline applications that are viable for Variable Speed Power production.

I should explain about the use of pipelines. When water is running through a pipeline, it is in contact with the walls of the pipe. As the water changes in flow, (dictated by the end use of the water) the water is pushing against the walls of the pipe. This causes resistance and that in turn changes the Head/ Pressure. **ANY CHANGES IN HEAD AND FLOW CHANGES THE RPM OF THE TURBINE/ALTERNATOR AND IT HAS NO CHANCE FOR POWER PRODUCTION.**

It should be noted that we are not limited to water pipelines. Any moving fluid, with excess pressure, can be utilized for power production, utilizing our Variable Speed technology.

We evaluated one such site on a Chevron Oil Pipeline that was using a gravity system on a final approach into their refinery. There were two of these lines that were generating almost 200 feet of head each. This pressure had to be dissipated when it arrived at the refinery. We were able to design our system to utilize almost 90% of that pressure for power production.

We also designed a Variable Speed system on a slurry pipeline. A special turbine was designed to handle the slurry matter, but other than that, it was no different than a typical water application.

### **CANALS**

By being able to produce power in any moving waterway via Variable Speed, added to the fact that we can produce power in a little as 2 feet of head, Canals are just another potential site of use of Variable Speed.

We have completed a preliminary evaluation on one canal system (the California Aqueduct) and in a 100 Mile stretch, there were 50 potential applications for our Variable Speed Equipment, that would generate almost 75 Mega-Watts of power.

### **Rivers**

Any river is a potential application for Variable Speed. There is no requirement to build a dam. A small inlet would be all that is required to utilize a river application, but most river systems already have existing small dams, (or check points) that create an impoundment behind it that will allow us to utilize that water impoundment for an intake structure. We have already completed an evaluation on one such location at the following potential site:

Of course, for the purpose of this document, it would be impossible to list all the thousands of these types of potential site applications and this would include more on the Schuylkill River.

## **PRESSURE REDUCER VALVE APPLICATIONS**

A Pressure Reducer Valve or PRV is a type of safety valve used to control or limit the pressure in a water system where pressure might otherwise build up and create a process of down line excess pressure build up.

One example is water is moving through a Municipality water grid system, it can tend to build up excess pressure that must be dissipated. This process is done by way of a Pressure Reducer Valve. This valve will take, as an example, a up-line pressure of say 100 PSI and convert it to a down line pressure of 40 or 50 PSI for use by an end user.

With our Variable Speed Technology, we are able to take the difference between the 100 PSI and the 40 PSI and utilize it for Power Production. From our point of view, this is still just another site application that has an estimate 40-50 PSI and a flow of water, that can turn a Turbine and Alternator for power production.

Every Pressure Reducer sold world wide is a potential market for our Variable Speed Power System. We have in our data bank over 20,000 sites. Every municipality in the U.S is a potential market base for this system.

With this application, it opens the door for power production in:

Agricultural and Landscape Irrigation  
Waterworks Distribution  
Wastewater and Effluent Disposal  
Mining  
Marine

## **TIDAL FLOWS**

The use of our equipment in this area is still in the preliminary stage of development, but we feel this has one of the greatest potential of all uses for our technology. One of our Associated Products is a Bi-directional one piece Turbine-Alternator that has the capabilities of producing power as it alternates its direction, such as in the case of Tidal Flows.

Since our system can produce power at any RPM, it has the capability of producing power in a mode of varying from slow RPM to faster RPM, stop and reverse direction and do the same again.

## **HYDRO-THERMAL**

Our data bank has over 1200 capped geothermal wells that are possible power generation plants utilizing our technology. Since we can produce power in any flowing medium, pressurized hot water is just another hydroelectric site to us.

In fact, it is very difficult to keep a Geothermal power plant on line due to the fluctuation of the flows of hot water and steam. Our system eliminates these issues completely.

# **NIGERIA**

Energy conversion and power generation has been a paramount and ever-evolving activity of man for several centuries. Man has constantly tried to improve on all forms of power generation that includes; Wind powered threshing mills, to coal-powered steam engines; power generation from natural gas, oil, renewable energy sources and most recent to nuclear energy.

For developing countries such as Nigeria, it has been a major draw back since the resources available have not been able to sustain the current need for power.

Nigerians are among the people who are the most deprived of grid-based electricity in the world with a per capital consumption that is far lower than many other African countries.

Small Hydroelectric is a proven technology that can stand-alone, being connected to an isolated grid or the national grid. In most cases, it can also be tied irrigation systems.

Nigeria is blessed with a sufficient number of water bodies that can be utilized for a substantial amount of Hydroelectric power generation.

With the technology now available through the proprietary technology of U.S. Energy & Industrial Investment Group, we are able to capitalize on all of existing dams that are currently being utilized for irrigation, water supply, flood control and recreation.

The exploitable hydro-power potential in Nigeria is conservatively estimated to be around 15,000 megawatts.

Through our Nigerian corporate office located in Olodo Ibadan, Oyo State, working with our partner and General Manager, Mr. Gbolahan Ashimiy Lawal, meetings were held on several occasions with Governor Arakunrin Rotimi Akeredolu, Ondo State, & Governor Seyi Makinde, Oyo State, in regards to the development of Hydroelectric sites within Nigeria and their respective states.

We were welcomed warmly and through the offices of these Governors, any assistance, either on the local level or the Federal level, that we may require to complete the development of our proposed project is available to us at any time.



# MARKETING OUR POWER

Over the last couple of years, we have been approached by several different entities that heard we were going to build a Hydroelectric Power Plant.

These different entities have expressed a very strong desire to purchase all the power we could produce. Many different offers of price were also discussed.

Even though the sale of our power could be sold to any number of end users, we feel that for the purpose of our investment package proposal, we should start with the main government entity as our buyer of the power we produce.

We can look at a different entity to purchase our power after we see the price we are offered by the Grid owner as shown in this document. If they offer us a price that we feel is not acceptable, then we can negotiate with a different entity, but for now, this document and the value we have placed on the sale of our power will be tied to the Government owned utility as shown herein.

The sale of our power will be done under a Power Purchase Agreement. I have my own draft but I am sure they will have theirs. This PPA will be for a period of 25-30 years. Usually, they want to start at a certain price per KWH, with standard raises every few years or so. I don't like to do it that way. I will suggest to them a higher price per KWH right from the start, but we will lock that price in for the whole contract term. That will allow us to re-coup our initial investment quicker.

Another point to consider. By selling our power to this entity, they will provide us with collateral that will guarantee that all payment due us will be guaranteed by a Bank Letter of Credit that will be used to cover any power payment(s) they do not make, on the time line we negotiate, usually once a month. The basic text of that "Buyer Payment Security" is included in this document.

If we find a need to expand on this Letter of Credit or modify it in any way, I am sure they will respect any input we have.

Remember, **THEY WANT US AND OUR TECHNOLOGY!**

# **NIGERIA BULK ELECTRICITY TRADING PLC**

**(A WHOLY OWNED FEDERAL GOVERNMENT OF NIGERIA COMPANY)**

## **OUR HISTORY**

The Nigerian Bulk Electricity Trading Plc. is a Federal Government of Nigeria owned public liability company established to be a catalyst in the development of an efficient and competitive wholesale electricity market through bulk purchase of power and ancillary services from Independent Power Producers (IPPs) and successor Generation Companies (GENCOS) for resale to Distribution Companies (DISCOS) and other large consumers who may take electricity directly from the national grid.

NBET was incorporated on 29th July 2010 and licensed by the Nigerian Electricity Regulatory Commission.

## **OUR MANDATE**

NBET purchases electricity from the Generating Companies through Power Purchase Agreements (PPAs) and resells to the Distribution Companies through Vesting Contracts. The Generating Companies include the generation companies that were created from the un-bundling of Power Holding Company of Nigeria (PHCN) - the former vertically integrated government owned monopoly provider of electricity in Nigeria, other generators that are government owned are the plants in the portfolio of the Niger Delta Power Holding Company (NDPHC) funder under the National Integrated Power Project (NIPP) initiative.



**Buyer Payment Security  
(Letter of Credit)**

A letter of credit, subject to International Standby Practices 1998 or UCP 600 and the laws of the location of the issuing bank, will be issued by an Acceptable Commercial Bank (or branch thereof) and confirmed by an Acceptable Confirming Bank, acceptable to both Parties.

**Buyer Payment Security**

Buyer shall deliver the initial Buyer Payment Security to Seller as a Condition Precedent to Seller's obligations in accordance with Clause 0 of this Schedule. Buyer shall thereafter continuously maintain the Buyer Payment Security, or a replacement thereof meeting the terms and conditions of this Clause 3, in full force and effect in the required amount for the remainder of the Term. Seller shall pay all commitment and other fees that are payable to the issuer of the Buyer Payment Security in respect of the issuance or maintenance thereof.

In the event Buyer fails to pay any Delayed Commissioning Payment, Energy Payment, Availability Event Energy Payment or Supplemental Payment within two (2) Business Days of the date such payment becomes due, Seller may draw on the Buyer Payment Security for the undisputed amount that is due in respect thereof from Buyer.

In the event that Seller draws on the Buyer Payment Security, Seller shall provide notice to Buyer of such event within three (3) Days.

In the event Buyer fails to renew any Buyer Payment Security at least 30 Days prior to the expiry of such Buyer Payment Security, then a drawing event (a "Replacement Failure Drawing Event") shall have occurred and Seller may draw on the full amount of the then effective Buyer Payment Security. The following shall apply following the occurrence of a Replacement Failure Drawing Event and a drawing on the then-effective Buyer Payment Security as a result of such Replacement Failure Drawing Event.

- 1) Seller shall hold the proceeds of such drawing in trust for the benefit of Seller and Buyer, and shall deposit the proceeds of the drawing into a separate account that contains only the proceeds of such drawing.
- 2) Provided that Seller has not applied the proceeds of such drawing in accordance with Clause 0 below, Seller shall return the proceeds of

the drawing to Buyer upon the delivery to Seller of a replacement for the expired Buyer Payment Security.

- 3) In the event that an event which would have given Seller the right to draw on the Buyer Payment Security occurs during any period when Seller is holding the proceeds of such a drawing, then Seller may withdraw such portion of the proceeds as it would have been entitled to draw from the separate account and apply them in the manner it would have applied a drawing had it been made under a Buyer Payment Security.

The Buyer Payment Security shall:

- (a) name Seller as the beneficiary thereof;
- (b) have the term set forth in the Buyer Payment Security Letter Agreement;
- © have a maximum amount set forth in the Buyer Payment Security Letter Agreement;
- (c) become draw-able on first demand solely against delivery of a demand certificate to the issuer notifying the issuer that:
  - 1) Buyer has failed to pay an Delayed Commissioning Payment, Energy Payment, Availability Payment or Supplemental Payment within two (2) Business Days of the due date therefor and notifying issuer of the amount due, or
  - 2) Buyer has failed to deliver a replacement or extension of the Buyer Payment Security at least thirty (30) days prior to the expiration thereof;
- (d) include feasible and practical drawing procedures in the reasonable view of Seller; provided, however, that it shall not contain any condition to drawing other than the conformation by the issuer that any drawing certificate required to be delivered in connection with a drawing appears to comply on its face with the requirements of such Buyer Payment Security;
- (e) not prohibit either Party from assigning or transferring its rights under the Buyer Payment Security as part of a security package in a bona fide financing transaction with any lender or other institution providing financing for Seller's Plant or Buyer's bulk trading activities, respectively;
- (f) provide that the beneficiary thereof may make multiple drawings upon it; and
- (g) in the case of a letter of credit, expressly state that it shall be subject to International Standby Practices 1998 or UCP 600 and the laws of the location of the issuing bank; or

- (h) in the case of a demand guarantee, expressly state that it shall be subject to the Uniform Rules for Demand Guarantees and the laws of the location of the issuing bank.

3.1.6 The Buyer and Seller have agreed upon certain terms relating to the Buyer Payment Security, which terms are set forth in a letter agreement signed by both Parties (the “Buyer Payment Security Letter Agreement”). The Buyer Payment Security Letter Agreement includes:

- (a) the definitions of Acceptable Commercial Bank and Acceptable Confirming Bank;
- (b) the term of the Buyer Payment Security; and
- (c) the maximum amount of the Buyer Payment Security.

3.1.7 Following the occurrence of an Extraordinary L/C Event, the Parties shall use their Reasonable Endeavors to negotiate a new Buyer Payment Security as may be agreed between Buyer and Seller, and post as soon as is reasonably practicable thereafter a Buyer Payment Security that meets the criteria specified in Paragraph 0 which apply prior to the occurrence of such Extraordinary L/C Event.

## INSURANCE

All of our power sites will require full insurance coverage. We have been in communication with the largest Insurance Provider ( we feel the best one), in Nigeria.

We have been able to provide them with a large amount of documentation on our proposed site power developments and they have responded back that they are standing by to provide the coverage we require.

In addition to our own requirements, the utility we are proposing to sell our power to, also have certain requirements of insurance coverage.

I have included the list of coverage's that will be included in our insurance policy. One specific item to note: We will have coverage that includes **Loss of Revenue**. This coverage will provide any loss of income if the plant goes off line for any reason.

In addition to the Nigerian insurance company, we are also able to secure a policy from our second insurance provider, we required. Both are shown herein.

Political Risk  
Business interruption  
Loss of revenue  
Acts of God  
General Marine Cargo  
Delay in Start up caused by cargo loss  
Directors and Officer Liability  
Erection All Risks  
Material damage  
Delay in Start up and Business interruption  
Third Party liability  
Industrial All Risks/Business Interruption  
Delay of Loan Payments  
Default of Loan Payments (total loan default)  
Political Risk Insurance Funders  
Feed Stock insurances supply  
Key man Insurance  
Kidnap Insurance

# **LEADWAY ASSURANCE COMPANY LIMITED**

**LEADWAY ASSURANCE COMPANY LIMITED** ('LEADWAY') is one of Nigeria's foremost insurance service companies, with a reputation for service efficiency and customer reliability.

For over 45 years, LEADWAY has honored its underwriting commitments and has earned its reputation of excellence in claims handling. The evolution of LEADWAY since 1970 has mirrored the dramatic expansion of indigenous insurance service providers, with LEADWAY remaining in the forefront as an insurer of repute.

The reputation enjoyed today by LEADWAY has been attained by the continuing pursuit of improvements to maintain competitive advantage. All aspects of the business are approached with discipline; the recruitment of staff, the development of products, the advancement of technologies and the personal service offered to each client.

## **Incorporation**

Leadway Assurance Company Limited was incorporated as a limited liability company in 1970 and started business operation in 1971. The Company's business operation started in Kaduna from where it spread to other parts of the federation. Presently, Leadway has over 24 Branch Offices with Kaduna serving as the Registered Office and Lagos, the Corporate Office



# About Zurich in North America



Zurich Financial Services Group (Zurich) is an insurance-based financial services provider with a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

## Zurich – financial strength, security and scope

- A well-balanced portfolio of business – geographically and by line of business
- Insurance provider for the majority of Fortune 100 global companies
- Offering programs with risk exposure in more than 170 countries
- Industry financial strength ratings\* among the strongest: A.M. Best A/stable; Moody's A1/stable; Standard & Poor's AA-/negative; Fitch Ratings A+/negative

\*As of August 4, 2009; for information about the ratings of Zurich American Insurance Company, access the ratings section on [www.zurichna.com](http://www.zurichna.com). For more complete financial information about the Zurich Financial Services Group and ratings for Zurich Insurance Company, access [www.zurich.com](http://www.zurich.com).

In 1912, Zurich became the first foreign insurer to enter the U.S. market. Today in the U.S., through Zurich American Insurance Company, Zurich is a leading commercial property and casualty insurer, serving a wide range of commercial customers such as mid-sized businesses and large domestic corporations and global multinationals.

## Zurich – a leader in North America

### Key market positions<sup>1</sup>

- Zurich is the fourth-largest commercial property-casualty insurance company.
- Zurich is the second-largest writer of commercial general liability insurance.
- Zurich is the third-largest commercial auto writer.
- Zurich is the third-largest writer of fidelity and surety.
- Zurich is the third-largest writer of workers' compensation.
- Zurich is the fifth-largest writer of inland marine coverages.
- Zurich is the seventh-largest writer of property-casualty commercial multi-peril insurance.
- Zurich is the largest insurer of franchised auto dealers<sup>2</sup>

<sup>1</sup> Highline Data LLC, (NAIC 2007). Insurance coverages underwritten by member companies of Zurich in North America, including Zurich American Insurance Company.

<sup>2</sup> National Auto Dealers Association, August 2009.

## Core property-casualty products and services

Accident & health  
Boiler & machinery  
Business owners package (BOP)  
Commercial builders and residential risk  
Commercial multi-peril  
Commercial automobile  
Construction risks (property, casualty and specialty)  
Defense base act  
Directors & officers liability  
Employment practices liability  
Energy (property, casualty, exploration and production)  
Environmental & design professional liability  
Errors & omissions  
Excess & surplus liability  
Excess/umbrella  
Fidelity & crime  
Foreign casualty  
General liability  
Global casualty  
Healthcare (property, casualty and specialty)  
HPR property  
Inland marine  
International programs (global casualty and global property)  
Management liability  
Marine (hull and liabilities)  
Mergers and acquisitions insurance  
Ocean cargo  
Political risk  
Professional liability  
Program business  
Property  
Railroad liability  
Structured programs  
Surety (contract, commercial, environmental and international)  
Workers' compensation

### Services

Claims management  
Captive services (group and single parent)  
Global network  
Integrated solutions  
Risk engineering consulting\*  
Risk management consulting  
Risk management  
Vehicle service contracts  
Zurich multinational insurance proposition

\*Risk engineering services are provided by Zurich Services Corporation

## **ASEJIRE DAM**

Asejire Dam is located in Asejire Town, Oyo State and was built in 1972. The dam is fed by the river Osun and was built for municipal and agricultural water supply for Oyo State. The dam height is 81 ft. And this level is maintained at the peak of the dry season and the spillway is opened during the rainy season.



# **DRAFT LEASE AGREEMENT**

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**BETWEEN THE FOLLOWING ENTITIES:**

**TOWN OF IBADAN, NIGERIA; OYO STATE GOVERNMENT; & OYO STATE WATER  
CORPORATION  
and  
INNAC INVESTMENTS LIMITED**

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THIS LEASE AGREEMENT is made on the XXXX day of November, 2021, between THE TOWN OF IBADAN, an ASEJIRE municipal corporation ("Town"); The Oyo State Government; and the Oyo State Water Corporation, all as lessors hereunder, and INNAC INVESTMENTS LIMITED, a registered corporation under the laws of the Corporation Affairs Commissions, in the Federal Republic of Nigeria, having its principal place of business at: KLM, 9, Iwo Road, Legacy Bus Stop, Olodo Ibadan, Oyo State, Nigeria, herein referred to as "INNAC", as lessee hereunder.

**(1) Condition Precedent:**

All rights and duties of the parties herein will be conditioned upon the granting to INNAC by the Nigerian Electricity Regulation Commission, (NERC) all required permit(s) by which this event is a condition precedent to this lease agreement.

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**(2) Definitions:**

**TOWN / OWNER:** The Town of **Ibadan** municipal corporation and its successors in interest. The place for all payments to be made is specified as: xxxxxxxxxxxxxxxxx

**CONTRACTOR:** All construction will be done by a bonded general contractor chosen by Lessee and acceptable to Lessor(s)

**INNAC:** Innac is a registered corporation under the laws of the Corporation Affairs Commissions, in the Federal Republic of Nigeria,, and its successors in interest

**MAINTENANCE:** All customary and ordinary occurring expenses involved in the operation of the equipment used in the Project will be overseen and paid by INNAC

**PROPOSED**

**PROJECT:** Power generation equipment and real estate obtained and constructed pursuant to a Nigerian Electricity Regulation Commission permit on the site known as " ASEJIRE Dam", located in Asejire Town, Oyo State, with coordinates of: 7 degrees21'45'N 4 degrees 08'00 E

**TERM:** The term of the Project will be the term of any Power Purchase Agreement signed by NIGERIAN BULK ELECTRICITY TRADING PLC with acceptable extensions

**(3) Grant of Lease:**

- (a) The Town/ Owner leases to INNAC, for the term specified hereinafter, such real property located in Asejire Town, Oyo State, known as Asejire Dam, as the parties shall hereafter agree is necessary and prudent to use and the right to use in connection with the Town's non-consumptive water rights located in ASEJIRE for connection to, and use in the operation of the Project.
- (b) The Town / Owner leases to INNAC, for the term specified hereinafter, the right to use the ASEJIRE DAM, located in Asejire Town, Oyo State, known as Asejire Dam, for connection to, and use in the operation of the proposed Project.

**(4) Term:**

The term of this Lease shall be the length of time granted by the NERC permit-issued to INNAC, or the term of the Power Purchase Agreement, or subsequent permits for the Project, in addition to any additional extensions of time granted, except that such term may be shortened by mutual agreement by both of the parties or the unilateral decision by INNAC after an unforeseeable circumstance making the Project not commercially feasible; PROVIDED, that the Project is built and is on-line on or before noon on xxxxxxxx In the event the Project is not on line by noon on xxxxxxxxx , then the right of xxxxxx hereunder shall cease and this Lease Agreement, shall have no further force or effect.

**(5) Rent:**

This lease, and the covenants and undertakings herein, shall be in consideration of the following:



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(a) Payment by INNAC to the Town/Owner, of Two (2) percent of the gross revenue derived from the sale of power generated from the Project. All such rent shall be paid to the Town/Owner within five (5) days of receipt of any and all revenues from power generation using the waters of the Asejire Dam impoundments, to INNAC and;

(b) It is the intention of the parties that the rent payable hereunder shall be based on all revenue derived from the sale of power generated from the Project and that all costs, expenses and obligations incurred in the maintenance and operation of the Project will be paid by INNAC.

**(6) Use of Leased Property:**

The property, rights-of-way, easements and licenses leased hereunder are to be used by INNAC solely for the construction, operation and maintenance of a hydroelectric electrical generating facility and INNAC will not use, occupy, or permit the use or occupancy thereof for any other purpose, nor in any way which is forbidden, whether directly or indirectly, by any present or future statutes, ordinances, regulations, rules or permits of any federal, state, county or municipal governing body, agency or board having jurisdiction over the parties hereto or the subject matter of this lease.

**(7) INNAC agrees as follows:**

**(a) EXPENSES:**

To pay all expenditures associated with the development, construction, maintenance and operation of the Project for the full TERM of the Project. HOWEVER, INNAC shall have no obligation for the repair or maintenance of the Dam, but reserves the right to if INNAC so elects. It is expressly understood that INNAC shall bear,

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and hold the Town/ Owner harmless from, all expenses of construction of the Project.

**(b) DELEGATION and ASSIGNMENT:**

To provide directly, or indirectly through delegation, the construction, the customary maintenance and the ordinary, necessary servicing and repair of the equipment through competent personnel and the right to assign all interest or delegate duties (without relief from responsibility) specified in the contract without the prior approval of the Town;

**© DESIGN APPROVAL:**

The Town shall have the right to review and approve or disapprove the design of the connection between the hydroelectric generating equipment to ensure that the water will not be impeded during times in which the turbine / generator is off line.

**(d) PERMITTING:**

To obtain a Nigerian Electricity Regulation Commission permit in the name of INNAC or such other agreed upon name.

**(e) ASSURANCES OF PERFORMANCE:**

To provide the Town / Owner with reasonable assurances of the financial capability of INNAC to begin and finish the Project including submission and review of requested construction drawings, agreements, certification of bonding, or such other assurances as are reasonable.

**(f) INSPECTION OF BOOKS AND RECORDS:**

The Town/ Owner shall have the right, not more than once each quarter, to examine, at their own expense, those books, records and contracts of INNAC relating to INNAC'S revenues from power generation. INNAC agrees to keep its books and records containing such information in accordance with generally accepted accounting practices in the industry.

**(g) INSURANCE:**

INNAC will provide acceptable insurance to include, but not limited to:

(See attached)

**(8) The TOWN agrees, as follows:**

**a) PERFORMANCE:**

To obtain all permits (not above specified by INNAC) necessary to construct and operate the Project for the contemplated term, including, but not limited to the rights, easements, fee title or other interests in land, natural resources, water or other real and personal property needed for the Project to be completed and operational;

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**(b) ASSISTANCE:**

To provide reasonable assistance in a timely manner in the obtaining of such grants, exemptions, permits, licenses and other rights necessary for the Project.

**(9) Disclaimer:**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TOWN/OWNER EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE QUANTITY, QUALITY OR PRESSURE OF THE WATER PROVIDED HEREUNDER, OR FITNESS FOR ANY PURPOSE.

**(10) Assignability:**

All benefits of this contract shall be freely assignable by any of the parties or their successors. In no event, however, shall any such assignment relieve a party of its obligations hereunder.

**(11) Environmental Indemnity:**

INNAC agrees to indemnify, hold harmless and defend the Town from and against every claim, demand, suit, cause of action, fine or loss arising from the release, discharge, dispersal or placing on the land, or in the air or water, any "hazardous waste" as defined in the Resource, Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601. et seq., asbestos, oil or petroleum product or any hazardous waste, solid waste or hazardous substance as defined under any statute or regulation of the State of Oyo or a subdivision or agency thereof, in

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connection with the construction, operation or maintenance of the Project, except to the extent the same shall have been caused by the negligence, gross negligence or willful misconduct to the Town/Owner or their agents or employees.

**12) Integration:**

This instrument embodies the entire agreement between Lessee and Lessor and it will not be modified or terminated except by an agreement in writing.

**(13) Attorney's Fees:**

In any action filed in relation to this agreement, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorneys' fees and costs of court.

**(14) Choice of Law and Litigation:**

This agreement shall be construed according to the laws of the State of Oyo, Nigeria, and in the event of any dispute relating to or arising from this agreement, any suit shall be brought in the District Court of xxxxxxxxxxxxxx. Within thirty (30) days of the filing of such a suit, the parties agree to submit to non-binding mediation under the auspices of Arbitration and Mediation, of . This requirement of mediation shall not prevent any party from seeking any temporary order of the court.

**(15) Amendment:**

Neither this agreement nor any term or provision may be changed, waived,

**LEASE AGREEMENT**

Between the Town of

, and xxxxxxxxxxxxxx Inc.

Page: of 11

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discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by all the parties.

**(16) Headings:**

The headings included are for convenience and do not define, limit, extend or interpret the scope of this agreement.

**(17) Notices:**

Any writing delivered to postage prepaid to the appropriate party at the addresses set forth below constitute proper and sufficient notice.

XXXXXXXXXXXXXXXXXX

(Address)

(Contact)

**(Town)**

(address)

(contact)

**(18) Time:**

Time is of the essence with respect to the performance of obligations, covenants, and agreements expressed within this lease agreement.



**LEASE AGREEMENT**

Between the Town of

, and xxxxxxxxxxxxxx Inc.

Page: of 11

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In witness whereof, the parties have executed this agreement at \_\_\_\_\_  
on the date first above written.

For and on Behalf of: **THE TOWN OF IBADAN, (OWNER OF RECORD)**

by: \_\_\_\_\_  
Name and Title & Seal

For and on Behalf of: **OYO STATE WATER CORPORATION**

by: \_\_\_\_\_  
Name and Title & Seal

For and on Behalf of: **OYO STATE GOVERNMENT**

by: \_\_\_\_\_  
Name and Title & Seal

For and on Behalf of: **INNAC INVESTMENTS LIMITED**

by: \_\_\_\_\_  
Name and Title & Seal

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**PROJECT DESCRIPTION**

Name of dam	Asejier Dam
Location	Asejire, Oyo State
Year Built	1970
Builders	Pascal & Ludwig
Purpose of Dam	Municipal Water Supply
Managed by	Oyo State Water Corporation
Dam Crest Elevation	526 Feet
Maximum flood elevation	519 Feet
Normal pool elevation	512 feet
Gate Sill elevation	479 feet
River Bed elevation(at dam)	446 feet
Reservoir volume	7240 Million gallons
Dam length	2,700 feet
Reservoir surface area	38 Square miles
Spillway design flood	130,000 cfs
Dam condition	Fair and in operation
River	Osun

**PROPOSED HYDROELECTRIC SPECIFICATIONS**

Plant generation capacity	3 Megawatts
Estimated build cost	\$6,000,000.00
Estimated build time	18 months
Estimated KWH production	16,098,076 kwh
Estimated Annual Revenue	\$2,359,062

## PRELIMINARY CONSTRUCTION SCHEDULE

**(PLEASE NOTE THAT WITH THE SUPPLY ISSUES FACING EVERYONE AROUND THE WORLD, WE MUST BE PREPARED TO HAVE ONE OR MORE OF THE TIMELINES EXTENDED)**

PROJECT

## LOCATION

### DESCRIPTION

[illegible]

**-----ASEJIRE DAM, OYO STATE, NIGERIA-----**  
**(3000KW)**

**PRELIMINARY JOB COST ESTIMATE**

<b>ST DE</b>	<b>DESCRIPTION</b>	<b>ENGINEER ESTIMATE</b>	<b>UNIT</b>	<b>SALES TAX</b>	<b>ESTIMATE COST</b>
<b>1000</b>	<b>ENGINEERING</b>				<b>\$900,000.00</b>
<b>1)</b>	<b>Project design and quality control</b>				
<b>2)</b>	<b>Permits (Land use)</b>				
<b>3)</b>	<b>Construction Drawings and specification</b>				
<b>4)</b>	<b>Permits: Government, State &amp; County</b>				
<b>5)</b>	<b>Land Surveying, Site layout for Construction points</b>				
<b>6)</b>	<b>Equipment Specification Submittal reviews</b>				
<b>7)</b>	<b>Operation &amp; Maintenance Manuals</b>				
<b>8)</b>	<b>As build drawings</b>				
<b>1001</b>	<b>TESTING</b>				
<b>1)</b>	<b>Penstock NDT welds</b>				<b>\$6,000.00</b>
<b>2)</b>	<b>Concrete cylinder testing</b>				<b>\$6,000.00</b>
<b>3)</b>	<b>Hydro testing</b>				<b>\$12,000.00</b>

<b>1002</b>	<b>STARTUP ENGINEERS</b>	<b>\$20,000.00</b>
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<b>1003</b>	<b>TELEPHONE / FAX</b>	<b>\$9,500.00</b>
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<b>1)</b>	<b>Two lines to be used after construction</b>
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<b>2)</b>	<b>Telephone circuit dedicated to Power Company for load profiling</b>
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<b>3)</b>	<b>Telephone circuit dedicated for telemetering for KWH output</b>
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<b>4)</b>	<b>Connection fees with local phone company</b>
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<b>5)</b>	<b>Monthly telephone line charges</b>
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<b>1004</b>	<b>INSURANCE</b>	<b>\$240,000.00</b>
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<b>1)</b>	<b><u>Insurance during construction</u></b>
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<b>2)</b>	<b><u>Insurance during operation</u></b>
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<b>1004</b>	<b>POSTAGE / FED-X</b>	<b>\$150.00</b>
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<b>1005</b>	<b>LEGAL</b>	<b>\$50,000.00</b>
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<b>1)</b>	<b><u>Right of Way clearances</u></b>
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<b>2)</b>	<b><u>Contract documents for lease or purchase of land</u></b>
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<b>3)</b>	<b><u>Contract preparation for the purchase of equipment and supplies</u></b>
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<b>1006</b>	<b>INTEREST DURING CONSTRUCTION</b>	<b>\$224,000.00</b>
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**ELECTROMECHANICAL**

<b>2000</b>	<b>Turbine</b>	<b>\$620,000.00</b>
<b>1)</b>	<b><u>3000 KW, 900 RPM to 1800 RPM Kaplan type Turbine with runner, nozzle assembly with hydraulic System, jet deflectors, Turbine housing, bearing assemblies, owner and maintenance manual.</u></b>	
<b>2)</b>	<b>Alternator</b>	<b>\$250,000.00</b>
	<b><u>1800 RPM. 3000KW, 3125 KVA, 0.80 P.F. 3 Phase, 50 or 60 Hertz, 2400/4160 Volts, Synchronous brushless revolving field alternator with directly connected rotating brushless exciter. (Interconnection grid specification may change )</u></b>	
<b>3)</b>	<b>Power Conversion System</b>	<b>\$1,200,000.00</b>
	<b><u>3000KW Series 7200, Variable Speed Hydro-Electric Power Conversion System</u></b>	
	<b><u>Freight</u></b>	<b>\$15,000.00</b>
	<b><u>Total Electromechanical</u></b>	<b>\$2,085,000.00</b>
<b>2002</b>	<b><u>BUTTERFLY VALVE</u>      <b>x 2</b></b>	<b>\$60,000.00</b>
	<b>1) <u>Hand operated isolation valve</u></b>	
	<b>2) <u>Automated Bi-pass Valve for UPS System</u></b>	
	<b><u>Freight</u></b>	<b>\$4,000.00</b>
<b>2003</b>	<b><u>MECHANICAL INSTALLATION</u></b>	<b>\$50,000.00</b>
<b>2004</b>	<b><u>STATION BATTERY SYSTEM (UPS)</u></b>	<b>\$20,000.00</b>
	<b>1) <u>48VDC, 60ah, Wet lead-acid storage battery</u></b>	
	<b>2) <u>Battery Charger 120 VAC in 48 V DC@5A out</u></b>	
	<b>3) <u>DC-AC inverter 48 V DC in 120 VAC @ 500W out</u></b>	
	<b>4) <u>Battery Rack</u></b>	



<b>2005</b>	<b><u>ELECTRIAL INSTALLATION ALTERNATOR AND GRID</u></b>	<b>\$75,000.00</b>
<b>2006</b>	<b><u>DIVERSION &amp; INTAKE STRUCTURE</u></b>	<b>\$250,000.00</b>
	1) <u>River Diversion</u>	
	2) <u>Contour Ditch Upgrade</u>	
<b>2007</b>	<b><u>PENSTOCK (11,150 Ft)</u></b>	<b>\$242,000.00</b>
	1) <u>Installation of 30" OD X .312 Wall x Random Length</u>	<b>\$267,000.00</b>
	2) <u>Install thrust blocks, backfill and mitigation on disturbed ground</u>	
<b>2008</b>	<b><u>POWERHOUSE / TAIL RACE</u></b>	
	1) <u>Powerhouse structure</u>	<b>\$225,000.00</b>
	2) <u>Overhead crane and standby generator</u>	<b>\$50,000.00</b>
	3) <u>Power house Piping</u>	<b>\$2,000.00</b>
	4) <u>Power house electrical</u>	<b>\$2,000.00</b>
	5) <u>Power house venting</u>	<b>\$1,000.00</b>
	6)	
	<b><u>POWER TRANSMISSIONS</u></b>	
<b>3000</b>	<b><u>Interconnection</u></b>	<b>\$175,000.00</b>
<b>3001</b>	<b><u>Transmission line</u></b>	<b>\$200,000.00</b>
<b>3002</b>	<b><u>Substation</u></b>	<b>\$150,000.00</b>
	1) <u>Disconnection equipment special needs</u>	<b>\$99,800.00</b>
	2) <u>Power transmission line build-up</u>	<b>\$221,311.00</b>
	3) <u>Metering equipment</u>	<b>\$20,000.00</b>
	4) <u>Communication equipment</u>	<b>\$10,000.00</b>

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**MITIGATION**

4000	<b><u>LANDCAPE / SEEDING</u></b>	<b>\$1,000.00</b>
1)	<b><u>Landscape and seed as per forestry requirements</u></b>	
2)	<b><u>Flow monitoring</u></b>	<b>\$ 2,500.00</b>
4001	<b><u>BACK-UP SPARE PARTS FOR 5 YEARS</u></b>	<b>\$ 150,000.00</b>
4002	<b><u>LAND PURCHASE OR LEASE</u></b>	<b>???</b>
4003	<b><u>PERFORMANCE BONDS</u></b>	<b>????</b>
4004	<b><u>TOTAL</u></b>	<b>\$5,830,261.00</b>
4005	<b><u>CONTINGENCY &amp; OVERHEAD</u></b>	<b>10% ??</b>

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**TOTAL****Notes:****1) Engineering**

The engineering will be split with some being completed here and the rest being done locally. The same engineer will be able to work with us on several projects. The full scope of the engineer work will include, but not be limited to: 1) Project design, construction drawings and specifications, operational and maintenance manuals and as built drawings.

**ASEJIRE DAM NIGERIA**  
**(3000KW)**  
**USE OF FUNDS TIME LINE**

**TIAL DRAW: WEEK ONE**

<b><u>ENGINEERING</u></b>	<b>\$900,000.00</b>
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- 1) Project design and quality control
- 2) Permits Forest Service
- 3) Construction Drawings and specification
- 4) Permits: Government, State & County
- 5) Land Surveying, Site layout for Construction points
- 6) Equipment Specification Submittal reviews
- 7) Operation & Maintenance Manuals
- 8) As build drawings
- 9) Ramp-up

<b><u>INSURANCE</u></b>	<b>\$ 240,000.00</b>
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- 1) Insurance during construction (1 Year)

**LEGAL**

**\$50,000.00**

- 1) **Right of Way clearances**
- 2) **Contract document for lease or purchase of land**
- 3) **Contract preparation for the purchase of equipment and supplies**

**AW No. TWO: WEEK FOUR - SIX**

**POWERHOUSE , TAIL RACE, PENSTOCK**

**\$1,156,111.00**

- 1) **Powerhouse structure**
- 2) **Overhead crane and standby generator**
- 3) **Power house piping**
- 4) **Power house venting**
- 5) **Installation of 36" OD x .312 Wall @ random lengths**
- 6) **Install thrust block, backfill and mitigation on disturbed ground**

**POWER TRANSMISSIONS**

- 1) **Interconnection**
- 2) **Transmission line**
- 3) **Substation**
- 4) **Disconnection equipment special needs**
- 5) **Metering equipment**
- 6) **Communication Equipment**

<b><u>DIVERSION &amp; INTAKE STRUCTURE</u></b>		<b>\$760,000.00</b>
1)	River Diversion	
2)	Contour ditch upgrade	
3)	Intake structure	
<b><u>ELECTROMECHANICAL</u></b> (Total amount split in three payments)		<b>\$2,085,000.00</b>
1)	Hydro Electric Turbine with accessories	
2)	3,000 KW , 900 - 1200 RPM Alternator	
3)	Variable Speed Power Conversion System	
4)	Freight	
5)	Initial Draw	<b>\$695,000.00</b>
<b>Payment on the Electromechanical equipment requires a 30% initial payment at time of order. 30% 1/3 of the way through and the final payment due prior to shipment</b>		
<b><u>UNINTERRUPTED POWER SUPPLY (UPS)</u></b>		<b>\$20,000.00</b>
1)	Specific ratings on the required storage battery will be supplied upon final Electromechanical evaluation	
2)	Battery Charger also to match the storage battery	
3)	DC-AC inverter	
4)	Battery Rack	
<b><u>BUTTERFLY VALVE</u></b> X 2		<b>\$ 60,000.00</b>
<b><u>ESTIMATED FREIGHT COSTS ON ALL PROJECT ITEMS AS NEEDED</u></b>		<b>\$40,000.00</b>

**AW No THREE: WEEK EIGHT-TEN**

<b><u>ELECTROMECHANICAL DEPOSIT #2 DRAW</u></b>	<b>\$695,000.00</b>
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<b><u>MECHANICAL INSTALLATION</u></b>	<b>\$50,000.00</b>
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**AW No. FOUR: WEEK ELEVEN - FIFTY TWO**

- |    |   |                      |
|----|---|----------------------|
| 1) | Third and final draw on Electromechanical deposit             | <b>\$ 695,000.00</b> |
| 2) | Electrical Installation (Alternator and Gird interconnection) | <b>\$45,000.00</b>   |
| 3) | Contingency and Overhead                                      | <b>\$ 10%</b>        |
| 4) | Landscape and seed as per requested                           | <b>\$1,000.00</b>    |

<b><u>TELEPHONE / FAX</u></b>	<b>\$9,500.00</b>
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- |    |   |
|----|---|
| 1) | Two lines to be used after construction                         |
| 2) | Telephone circuit dedicated to Power Company for load profiling |
| 3) | Telephone circuit dedicated for telemetering for KWH output     |
| 4) | Connection fees with local phone company                        |
| 5) | Monthly telephone line charges                                  |

<b>SPARE PARTS CONTINGENCE FOR 5 YEARS</b>	<b>\$150 ,000.00</b>
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<b>INTEREST DURING CONSTRUCTION</b>	<b>\$424,000.00</b>
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## THE FINANCIAL PLAN ASEJIRE DAM

### VARIABLES

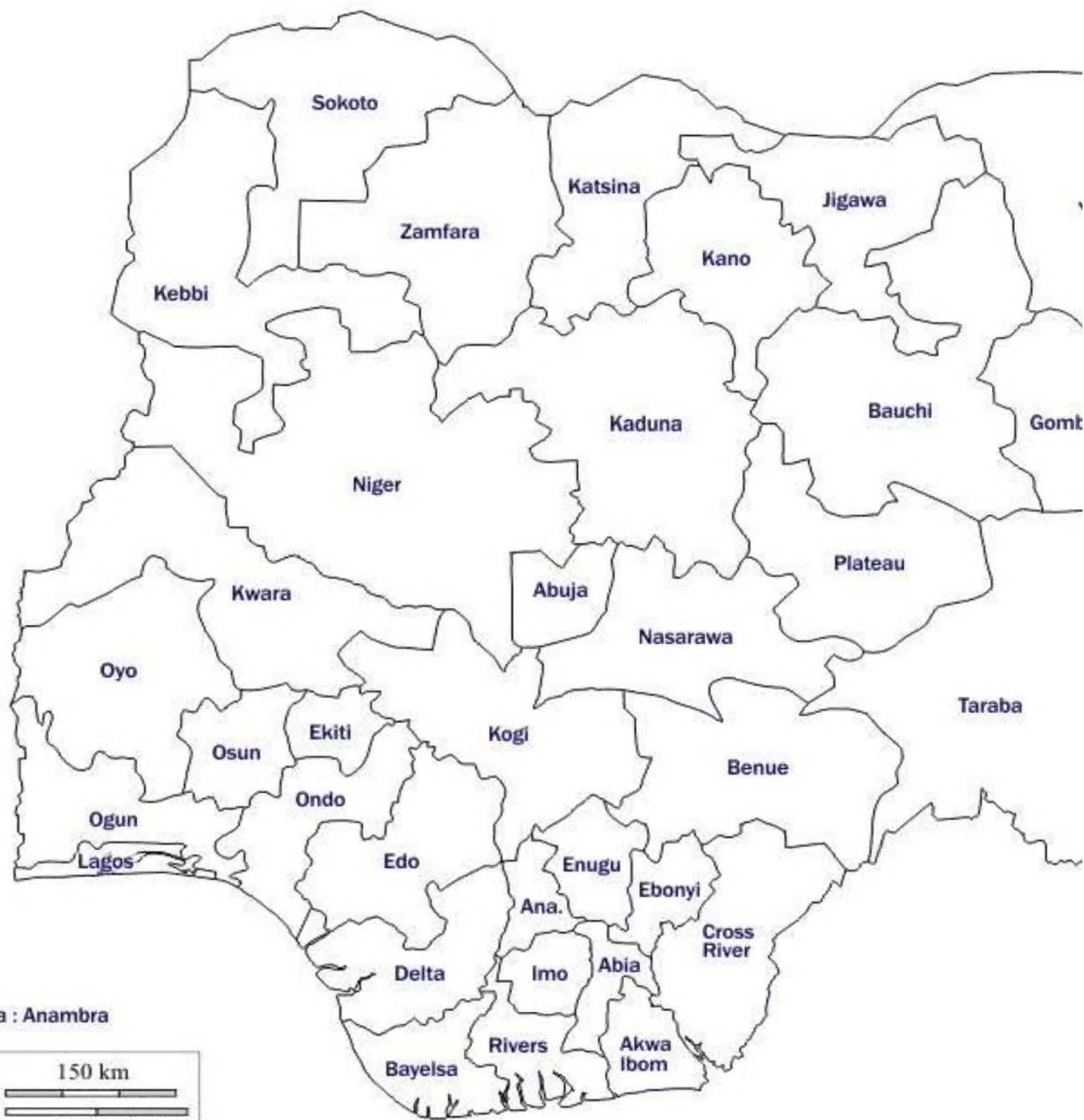
1 - Plant generation capacity	3	megawatts	Plant Cost	\$ 6,000,000
2 - Construction cost per kilowatt	\$ 2,000		Ann KWH	26280000
3 - Total cost of plant	\$ 6,000,000		MW Size	3
4 - Power purchase agreement	30	year term	Build Cost	\$ 2,000
5 - Anticipated construction time	18	months	Price/KWH	0.135
6 - Maintenance costs	6%		PPA Term	360
7 - Sales price of the power	0.135	per kwh	Const Time	18
7 - Percent of Maximum Flow	93%		% Max Flow	93%
9 - Plant Efficiency Percentage	80%		Efficiency %	80%
10 - Annual KWH production	18379181		Maint. Dsct	6.00%
11 - Annual Revenue	\$ 2,481,189		Total Dsct	69.94%

Year	Ann. Revenues	Total Revenues	DISCOUNTS TO REVS
1	\$ -	\$ -	
2	\$ 2,481,189	\$ 2,481,189	
3	\$ 2,481,189	\$ 4,962,379	
4	\$ 2,481,189	\$ 7,443,568	
5	\$ 2,481,189	\$ 9,924,758	
6	\$ 2,481,189	\$ 12,405,947	
7	\$ 2,481,189	\$ 14,887,136	Revenue
8	\$ 2,481,189	\$ 17,368,326	Max Pos \$ \$7,095,600
9	\$ 2,481,189	\$ 19,849,515	Flow%Dsct \$5,676,480
10	\$ 2,481,189	\$ 22,330,705	Effcy%Dsct \$5,279,126
11	\$ 2,481,189	\$ 24,811,894	Maint. Dsct \$4,962,379
12	\$ 2,481,189	\$ 27,293,083	Total Dsct \$1,948,736
13	\$ 2,481,189	\$ 29,774,273	
14	\$ 2,481,189	\$ 32,255,462	
15	\$ 2,481,189	\$ 34,736,652	
16	\$ 2,481,189	\$ 37,217,841	
17	\$ 2,481,189	\$ 39,699,031	
18	\$ 2,481,189	\$ 42,180,220	
19	\$ 2,481,189	\$ 44,661,409	
20	\$ 2,481,189	\$ 47,142,599	
21	\$ 2,481,189	\$ 49,623,788	
22	\$ 2,481,189	\$ 52,104,978	
23	\$ 2,481,189	\$ 54,586,167	
24	\$ 2,481,189	\$ 57,067,356	
25	\$ 2,481,189	\$ 59,548,546	
26	\$ 2,481,189	\$ 62,029,735	
27	\$ 2,481,189	\$ 64,510,925	
28	\$ 2,481,189	\$ 66,992,114	
29	\$ 2,481,189	\$ 69,473,303	
30	\$ 2,481,189	\$ 71,954,493	

**POTENTIAL HYDROELECTRIC SITES IN NIGERIA (DAMS ONLY)**

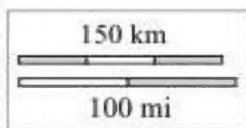
State	Potential Sites
Adamawa	3
Akwa Ibom	13
Bauchi	1
Benue	10
Cross River	5
Delta	1
Ebonyi	5
Edo	5
Ekiti	6
Enugu	1
FCT	6
Gombe	2
Imo	71
Kaduna	15
Kano	2
Katsina	11
Kebbi	1
Kogi	2
Kwara	4
Nassarawa	3
Niger	11
Ogun	13
Ondo	1
Osun	8
Oyo	3
Plateau	14
Sokoto	1
Taraba	9
Yobe	5
Zamfara	16





Ana : Anambra

© d-maps.com



**INITIAL DRAW FOR RAMP-UP**  
**NIGERIA**  
**\$250,000.00**  
**Expected Stay 14 days**

- 1) Identify at least 3 potential site applications
- 2) Travel to Nigeria
- 3) Lodging and meals
- 4) Local travel ( Car(s) Rental & Fuel, Electronic equipment rental, computer time )
- 5) Local work force: Driver/Architect/Draftsman/Water Engineer
- 6) Miscellaneous office supplies
- 7) Schedule meetings with:
  - a) Owners of Dams to discuss lease
  - b) Utility group who will purchase power
  - c) Insurance group who will provide insurance for project
  - d) The Governors of each State
  - e) Nigerian Government Officials
- 8) Secure historical flow data on each dam
- 9) Travel to each site location to determine best location for power house and evaluate existing intake structure
- 10) Travel to Alexander's property to evaluate a possible hydro site at this location.

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

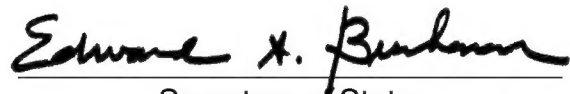
**U.S. Energy & Industrial Investment Group, LLC**  
is a  
**Limited Liability Company**

formed or qualified under the laws of Wyoming did on **April 22, 2020**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2020-000912494**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 9th day of June, 2022 at 7:37 AM. This certificate is assigned ID Number 053103719.



  
Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website <https://wyobiz.wyo.gov> and following the instructions displayed under Validate Certificate.





# FEDERAL MINISTRY OF POWER

FMP/2708/T/22

8<sup>th</sup> June, 2020

**The Executive Director,**  
UK Financial and Asset Management Limited,  
19, Ropers Avenue,  
Chingford E4 9EG, London.

**RE: OFFER FOR FOREIGN INVESTMENT MAINLY FOR THE  
SOLUTION OF THE ENERGY AND OTHER INFRASTRUTURAL  
PROBLEM IN NIGERIA**

I am directed to acknowledge receipt of your letter dated 13<sup>th</sup> February, 2020 on the above subject and to appreciate your interest to invest in the Nigerian Power Sector.

2. Kindly be informed that the Power Sector is privatized in accordance with the Electric Power Sector Reform (EPSR) Act, 2005. You are advised to contact the Nigeria Electricity Regulatory Commission (NERC) for the issuance of generation license, Nigeria Bulk Electricity Trading Plc (NBET) for Power Purchase Agreement (PPA), Transmission Company of Nigeria (TCN) for power Transmission and Federal Ministry of Environment for Environmental Impact Assessment (EIA) Certificate.
3. In the event that challenges are encountered in obtaining the above requirements, you can revert to the Ministry for intervention. Find attached two (2) copies of the Nigeria Power Sector Investment Opportunities and Guidelines for necessary information and operation policies in the sector.
4. Please, accept the assurances of the esteemed regards of the Honourable Minister.

**Mrs. Emontonghan E. Osaisai**  
Director, Investment and Sector Development  
*for: Honourable Minister*